Okla. 502, 110 Pac. 1115; *Kiernan* v. *City of Portland* (1910) 57 Ore. 454, 111 Pac. 379. Moreover, where the irregularity consists in printing improper initials, *State ex rel. Willoughby* v. *Gates* (1876) 43 Conn. 533, or in the misspelling of the name of the candidate so as to present a wrong name *idem sonans* with the correct name, *Norton* v. *Kanawha County Court* (W. Va. 1917) 91 S. E. 258, the ballot will not be declared void. Votes cast for a candidate whose name has been irregularly placed on the ballot because of non-compliance with the election law, *State ex rel. Brooks* v. *Fransham* (1897) 19 Mont. 273, 48 Pac. 1; but see *Price* v. *Lush* (1890) 10 Mont. 61, 24 Pac. 749, or for a candidate whose name has been placed in the wrong party column, *Powers* v. *Smith, supra,* have nevertheless been declared valid votes for such candidate. But, if the intention of the voter cannot be ascertained, as in the case of a name completely misspelled, *Bartlett* v. *McIntire* (1911) 108 Me. 161, 79 Atl. 525, or where the wrong name has been placed on the ballot, *Ott* v. *Brissette* (1904) 137 Mich. 717, 100 N. W. 906, the better rule would seem to be to declare the election void as to that office. The court in the instant case seems, therefore, clearly wrong, for to support the holding it had to presume that the voter intends to vote for the Democratic nominee, regardless of the name placed on the ballot. It would seem, on the contrary, that the elector intends to cast his vote for the candidate whose name appears on the ballot, rather than for the party and its nominee whether or not the name of such nominee appear.

EMPLOYERS' LIABILITY ACT — INSURANCE — LEGISLATION. — A Massachusetts statute (Mass. Acts of 1914, c. 469) provides that whenever a person is insured against loss on account of injury or death of another for which the insured is liable, the liability of the insurer becomes absolute upon judgment recovered against the insured. In accordance with the terms of the statute, *held,* the plaintiff employee might proceed in equity and was given an equitable lien on the insurance money. *Lorando* v. *Gethro* (Mass. 1917) 117 N. E. 185.

Insurance contracts for the protection of the employer against loss may take the form of a "liability" contract, in which the insurance is against a liability incurred as the result of injuries inflicted upon an employee, *Hoven* v. *Employers' Liability Assur. Corp.* (1896) 93 Wis. 201, 67 N. W. 46, or an "indemnity" contract, which insures against satisfaction of a judgment recovered by an employee against the employer. *Pheiler* v. *Penn Allen Portland Cement Co.* (1913) 240 Pa. 468, 87 Atl. 623. Under an "indemnity" contract, the bankruptcy of the employer between judgment and its satisfaction substantially defeats the remedy of the employee, see *Pheiler* v. *Penn Allen Portland Cement Co., supra,* and it would seem that the earlier statutes, Ohio Gen. Code (1910) §§ 9510-2, which merely subrogated the employee to such rights as the employer had, could not remedy the situation, though recently under such an act the insurer was held liable for a judgment rendered against the insured who was insolvent. *Verducci* v. *Casualty Co. of Am.* (1917) 96 Oh. St. 483. The first step to give adequate protection to the employee in the event of the employer's bankruptcy was taken by the courts which, by a process of judicial legislation, interpreted an employer's "indemnity" insurance contract with a stipulation allowing the insurance company the right to defend the employee's action against the employer, as a "liability" contract. *Elliott* v. *Aetna Life Ins. Co.* (Neb. 1917) 161 N. W. 579;

*Sanders* v. *Insurance Co.* (1904) 72 N. H. 485, 37 Atl. 655; *contra, Carter* v. *Aetna Life Ins. Co.* (1907) 76 Kan. 275, 91 Pac. 178; see 10 Columbia Law Rev. 481. However, under the influence of Workmen's Compensation Acts the legislatures of various states have passed laws for the same purpose. Iowa Code (1913) § 2477-m48; Oregon Gen. Laws, 1915, c. 175; Minn. Laws of 1915, c. 209, § 31A; S. D. Laws of 1917, c. 278, § 3; N. Y. Laws of 1917, c. 524f, amending Insurance Law, § 109. Hence, "indemnity" contracts were practically discarded in the states where these insurance statutes have been passed, and the rights of the employee against the insurer were made absolute after judgment, as though the employee were an actual beneficiary under the contract. The statutes, however, have given different remedies. Massachusetts has created an equitable lien in favor of the employee immediately upon judgment, while in the Oregon a legal execution is allowed. Ore. Gen. Laws, *supra.*

EVIDENCE—ADMISSIBILITY WHEN ILLEGALLY OBTAINED.—The defendants were indicted for accepting and making bets. Detectives while making the arrest illegally seized papers and books belonging to the defendants, which were produced at the trial as evidence of the crime. Proof of conversations obtained by illegally tapping telephone wires was also introduced and in spite of the fact that the identity of the conversers was not ascertained until some time subsequent. *Held,* the evidence was admissible. *People* v. *McDonald et al.* (N. Y. App. Div. 2nd Dept. 1917) 8 Daily Record No. 259.

Since the first eight amendments to the federal constitution are applicable only to matters within federal authority, see *Twining* v. *New Jersey* (1908) 211 U. S. 78, 29 Sup. Ct. 14, it is obvious, that decisions construing the meaning and effect of the Fourth Amendment which deals with the right of the people to be secure against unreasonable search and illegal seizure of papers and effects, are not binding upon the state courts when they interpret similar provisions in state constitutions. The case of *Boyd* v. *United States* (1886) 116 U. S. 616, 6 Sup. Ct. 524, interprets the fourth and fifth amendments together and establishes the federal rule that a defendant cannot be compelled to produce evidence against himself by his performance of an affirmative act. 3 Wigmore, Evidence, § 2264. But that case and the decisions decided under it, though repeatedly relied upon, are evidently inapplicable in a state court and besides do not establish that evidence illegally seized is inadmissible. See *Adams* v. *New York* (1904) 192 U. S. 585, 24 Sup. Ct. 372. It is now well settled both in the federal and state courts, that evidence material to the issue is admissible in a criminal trial without inquiry as to whether or not it was obtained by illegal seizure. *People* v. *Adams* (1903) 176 N. Y. 351, 68 N. E. 636, aff'd. *Adams* v. *New York, supra; Imboden* v. *People* (1907) 40 Colo. 142, 90 Pac. 608; 14 Columbia Law Rev. 338; but see *State* v. *Sheridan* (1903) 121 Iowa 164, 96 N. W. 730. Since, moreover, evidence is not excluded because secured by other illegal methods, Wigmore, *op. cit.,* § 2183; 3 Chamberlayne, Evidence, 1740*e,* § 2299; it would follow logically that evidence obtained by illegally tapping telephone wires, should also be accepted. Although, in the principal case, sufficient proof to enable the witness to identify the speakers over the tapped wires was not obtained until subsequent to the over-hearing of the incriminating conversations, nevertheless, the